

**Town of Rhinebeck**  
**Regular Board Meeting**  
**Agenda**  
**May 26, 2015 6:45 pm**

Draft 5/22/2015 11:53:55 AM

**A. Call to Order**

**B. Pledge of Allegiance**

**C. Announcements**

**D. Presentations**

1. Jeff Faber, Water Taxi
2. Laurent Retjo, Hudson Valley Film Commission

**E. Committee & Liaison Reports**

**F. Resolutions**

1. Resolution 2015131 Extension of Royal Carting Transfer Station Contract
2. Resolution 2015133 Recreation Summer Soccer Program
3. Resolution 2015134 Recreation Exercise Class at Town Hall
4. Resolution 2015137 Preliminary Abstract 5B V557-V605, 32 checks, \$52,856.92
5. Resolution 2015138 Preliminary Capital Project Accounts Payable Abstract, 1 check, \$1,479.05
6. Resolution 2015139 Accepting Resignation of Conservation Advisory Board Clerk (Scott) and Appointing Conservation Advisory Board Clerk (O'Donnell)
7. Resolution 2015140 Acceptance of Bid for Removal and Disposal of Asbestos in the Town Hall Boiler/Utility Room
8. Resolution 2015141 Employee Pool Passes
9. Resolution 2015142 Recreation Department Hires for 2015
10. Resolution 2015143 Fireworks Permit Application (Legion)

**G. New Business**

**H. Discussion Items**

**Town of Rhinebeck**  
**Regular Board Meeting**  
**Agenda**  
**May 26, 2015 6:45 pm**

1. Proposed Mining Overlay Amendment Update
2. Town email policy (Tab 11)
3. Zoning and Planning Fee Schedule Revision (Tab 12)
4. Professional cleaning/polishing of Town Hall meeting room floor
5. Thomas Thompson-Sally Mazzarella Park bond and funding

**I. Public Comment on Non-Agenda Items**

**J. Executive Session**

**K. Adjournment**

**TOWN OF RHINEBECK**

**RESOLUTION NO. 2015131**

**EXTENSION OF ROYAL CARTING TRANSFER STATION CONTRACT**

WHEREAS, the Town and Royal Carting Service Co. (Royal) are parties to a 2012 agreement under which Royal provides certain rubbish removal services to the Town, including operation of the Town's transfer station; and

WHEREAS, the Town and Royal wish to modify and extend the 2012 Agreement in accordance with the attached "2015 Modification and Extension Agreement;" now, therefore, be it

RESOLVED, that the attached 2015 Modification and Extension Agreement is approved and the Supervisor is authorized to execute the same in substantially the same form as that attached.

Tabled on May 11, 2015 by unanimous voice vote (Washburn motion, Scherr second)

## 2015 MODIFICATION AND EXTENSION AGREEMENT

This 2015 Modification and Extension Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, between the **TOWN OF RHINEBECK**, County of Dutchess, State of New York, a municipal corporation hereinafter referred to as the "Town" and **PANICHI HOLDING CORP. d/b/a ROYAL CARTING SERVICE CO.**, a domestic corporation, having its principal place of business at 409 Route 82, P. O. Box 1209, Hopewell Junction, New York, hereinafter referred to as the "Operator", and hereinafter the Town and Operator referred to collectively as the "Parties".

**WHEREAS**, the Town and the Operator entered into an Agreement dated August 2, 2012 (the "2012 Agreement"), annexed as Exhibit "A", whereby the Operator provides certain rubbish removal services for the Town; and

**WHEREAS**, the Town and the Operator wish to extend and modify the 2012 Agreement; and

**WHEREAS**, the Town and Operator desire to enter into a Modification and Extension Agreement.

**NOW, THEREFORE**, in consideration of the premises and of the covenants, agreements, representations and warranties hereinafter set forth, the Parties do hereby agree as follows:

1. That the 2012 Agreement is hereby extended for a three-year term to commence August 1, 2015 through July 31, 2018, hereinafter the "2015 Renewal Term".
2. That paragraph 2 of the 2012 Agreement is hereby modified to provide



the following:

2. a) First Extension Option. The Town may, at its sole option, extend the term of this Agreement through July 31, 2021 (hereinafter the "First Extension Option") on the terms and conditions set forth herein. Notice of the Town's exercise of its First Extension Option shall be given to the Operator in writing by April 30, 2018.

b) Second Extension Option. The Town may, at its sole option, extend the term of this Agreement through July 31, 2024 (hereinafter the "Second Extension Option") on the terms and conditions set forth herein. Notice of the Town's exercise of its Second Extension Option shall be given to the Operator in writing by April 30, 2024.

c) Third Extension Option. The Town may, at its sole option, extend the term of this Agreement through July 31, 2027 (hereinafter the "Third Extension Option") on the terms and conditions set forth herein. Notice of the Town's exercise of its Third Extension Option shall be given to the Operator in writing by April 30, 2027.

d) It is further understood and agreed that the Town may, in its individual sole discretion, terminate this Agreement at any time during the 2015 Renewal Term or during any Extension Option term hereof, by delivery, by certified mail, return receipt requested, or by personal service, to Operator of a notice of the Town's intention to terminate the exclusive, revocable license effective ninety (90) days after the delivery of said notice. Notwithstanding anything otherwise provided in paragraph 2, Operator may terminate this Agreement by giving prior notice to the Town ninety (90) days prior to July 31, 2018, prior to July 31, 2021, and prior to July 31, 2024. Upon termination or expiration of this Agreement, the Operator shall, at its own cost and expense, immediately remove all of its equipment and vehicles from the licensed premises, and quit and surrender possession thereof to the Town in good order and condition, normal wear and tear excepted.

by giving notice  
by giving notice

3. That paragraph 7. e) of the 2012 Agreement is hereby modified to provide the following:

7.(e) The hours of operation shall be:

Winter (October 1 to April 30)

Every Saturday from 9 a.m. to 1 p.m.; and

Every Thursday from 1 p.m. to 4 p.m.;

Summer (May 1 to September 30)

Every Saturday from 7 a.m. to 2 p.m.; and

Every Thursday from 4 p.m. to 7 p.m.

The dates and times of operation shall not be changed without express prior approval of the Town.

4. That paragraph 7. m) of the 2012 Agreement is hereby modified to provide the following:

7. m) That effective upon the 2015 Renewal Term, that is, August 1, 2015, and for any Extension Option term, the Operator and the Town agree to cause Central Hudson billing relating to Meter No. 41093433; current Account No. 5661-2065-00-5 relating to the Licensed Premises located at 376 Stone Church Road, Rhinebeck, New York, to be transferred into the name of the Operator and all statements for service to be sent directly to the Operator's business address set forth above, who shall be solely responsible for remitting full payment on a timely basis for such electric service provided through the specified meter.

5. Notwithstanding anything herein to the contrary, the rates provided for in Exhibit "A" of the 2012 Agreement may be modified for the 2015 Renewal Term and any Extension Option term to reflect the percentage increase in disposal cost only imposed by the Dutchess County Resource Recovery Agency (the "DCRRA") over the rate imposed by the DCRRA for calendar year 2015.

6. Except as provided herein, all other terms and conditions of the 2012 Agreement shall apply and continue in full force and effect during the 2015 Renewal Term and any Extension Option term.

IN WITNESS HEREOF, the Parties have executed this Agreement as of the date first above written.

TOWN OF RHINEBECK

By: \_\_\_\_\_  
Elizabeth Spinzia, Town Supervisor

PANICHI HOLDING CORP. d/b/a  
ROYAL CARTING SERVICE CO.

By: \_\_\_\_\_  
Emil Panichi, President

C:\Users\Diane McGrew\Documents\Sharon C\Royal w TOWN of Rhinebeck\2015 MODIFICATION AND EXTENSION AGREEMENT w Gelb changes  
4-28-15.wpd

**TOWN OF RHINEBECK**

**RESOLUTION NO. 2015133**

**RECREATION SUMMER SOCCER PROGRAM**

WHEREAS, the Recreation Department wishes to establish a summer soccer program for the weeks of July 20<sup>th</sup> and August 10<sup>th</sup>, 2015 between 10:00 am and 3:00 pm; and

WHEREAS, the Recreation Department proposes to cap the program at 36 children and offer it at \$175 per week per child of which \$150 per child would be paid to the coaches; now, therefore, be it

RESOLVED, that the proposed Summer soccer program is approved, and the recreation Department is authorized to take the steps necessary to implement it, including engaging coaches.

Tabled on May 11, 2015 by unanimous voice vote (Spinzia motion; Washburn second).

**TOWN OF RHINEBECK**

**RESOLUTION NO. 2015134**

**RECREATION EXERCISE CLASS AT TOWN HALL**

WHEREAS, the Recreation Department has proposed an exercise class to be held at Town Hall on Tuesday evenings from 6:30 pm to 7:30 pm for ten sessions from September 8 to October 5, and Wednesday, October 13 for the 10<sup>th</sup> class, at a cost of \$10 per class; and

WHEREAS, \$8 of the \$10 fee would be paid to the instructor; now, therefore, be it

RESOLVED, that the proposed exercise class is approved, and the Recreation Department is authorized to take the steps necessary to implement the program, including engaging an instructor.

Tabled on May 11, 2015 by unanimous voice vote (Spinzia motion, Washburn second).

**TOWN OF RHINEBECK**

**RESOLUTION NO. 2015137**

**PRELIMINARY ABSTRACT 5B V557-V605, 32 CHECKS, \$52,856.92**

WHEREAS, the Town Bookkeeper has submitted the attached Preliminary Abstract 5B V557-V605, 32 checks, \$52,856.92, to the Town Board for approval; and

WHEREAS, the Town Board has reviewed the attached abstract of vouchers and finds the vouchers appropriate for payment; now, therefore; be it

RESOLVED, that the vouchers listed in the attached Preliminary 5B V557-V605, 32 checks, \$52,856.92, are approved for payment.

TOWN OF RHINEBECK  
PRELIMINARY ABS 5B V # 557-V # 605 5/26/15 32 CHECKS  
Executed By: krussell

PAGE: 1  
TIME: 14:16:14  
DATE: 05/21/2015

CAL YEAR	FY	TRANS MAN	PO	ACCOUNT CODE	CREDIT CODE	DESCRIPTION	AMOUNT
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Bank: TRUST AGENCY FD TRUST AGENCY FD

-----Checks-----

Vendor: VERIZON WIRELES				VERIZON WIRELESS		REMIT ADDRESS	
Invoice ID: 9744744258				Invoice Date: 04/28/2015		Due Date: 05/26/2015	
2015	2015 1	Yes		000 -01	-1220-454	000 -200	V594 3/29-4/28/15 \$ 81.36
2015	2015 2	Yes		000 -01	-1630-454	000 -200	V594 3/29-4/28/15 \$ 35.64
2015	2015 3	Yes		000 -06	-7180-430	000 -200	V594 3/29-4/28/15 \$ 34.53
2015	2015 4	Yes		001 -02	-3620-455	001 -200	V594 3/29-4/28/15 \$ 34.05
2015	2015 5	Yes		001 -02	-3620-451	001 -200	V594 3/29-4/28/15 \$ 40.01
2015	2015 6	Yes		001 -07	-8010-451	001 -200	V594 3/29-4/28/15 \$ 40.01
2015	2015 7	Yes	2015-9089-	003 -08	-9089-802	003 -200	V594 3/29-4/28/15 \$ 54.39

INVOICE TOTAL (INVOICE ID: 9744744258 ) = \$ 319.99

CHECK TOTAL (CHECK #: 13440 ) = \$ 319.99

Vendor: CENTRAL HUDSON				CENTRAL HUDSON GAS & ELECTRIC CORP		REMIT ADDRESS	
Invoice ID: 56091890022AP15				Invoice Date: 04/20/2015		Due Date: 05/26/2015	
2015	2015 1	Yes		000 -04	-5132-431	000 -200	V561 CREDIT 3/24-4/20/15 11. \$ 178.99-
2015	2015 2	Yes		000 -04	-5132-431	000 -200	V561 3/24-4/20/15 11.7 KWH \$ 178.99

INVOICE TOTAL (INVOICE ID: 56091890022AP15 ) = \$ 0.00

Invoice ID: 56612065005AP15				Invoice Date: 04/29/2015		Due Date: 05/26/2015	
2015	2015 1	Yes		000 -07	-8161-431	000 -200	V561 3/27-4/29/15 1590 KWH \$ 325.16

CHECK TOTAL (CHECK #: 13441 ) = \$ 325.16

Vendor: AQUA-JET POOLS				AQUA-JET POOLS & SPAS		REMIT ADDRESS	
Invoice ID: 2825				Invoice Date: 04/29/2015		Due Date: 05/26/2015	
2015	2015 1	No	2015-7180-	000 -06	-7180-433	000 -200	V557 2 TEST KITS \$ 198.00
2015	2015 2	No	2015-7180-	000 -06	-7180-433	000 -200	V557 12 ALGICIDE \$ 192.00
2015	2015 3	No	2015-7180-	000 -06	-7180-433	000 -200	V557 4 BOXES OF TABLETS \$ 188.00

INVOICE TOTAL (INVOICE ID: 2825 ) = \$ 578.00

CHECK TOTAL (CHECK #: 13561 ) = \$ 578.00

Vendor: BOTTINI FUEL				BOTTINI FUEL		REMIT ADDRESS	
Invoice ID: 135599				Invoice Date: 04/29/2015		Due Date: 05/26/2015	
2015	2015 1	No	2015-5132-	000 -04	-5132-411	000 -200	V558 4/29:229.3 GAL #2 FUEL O \$ 479.13
Invoice ID: 44414				Invoice Date: 04/08/2015		Due Date: 05/26/2015	
2015	2015 1	No	2015-5110-	003 -04	-5110-450	003 -200	V558 4/8/15: 325 GAL UNL GAS \$ 624.07
Invoice ID: 528579				Invoice Date: 04/03/2015		Due Date: 05/26/2015	
2015	2015 1	No		000 -01	-1620-411	000 -200	V603 4/3 318 GAL OIL @ 1.8227 \$ 618.62
Invoice ID: 853393				Invoice Date: 04/16/2015		Due Date: 05/26/2015	
2015	2015 1	No	2015-5110-	003 -04	-5110-450	003 -200	V558 4/16: 400.2 GAL UNL GAS \$ 779.59
Invoice ID: 927586				Invoice Date: 04/17/2015		Due Date: 05/26/2015	
2015	2015 1	No		000 -01	-1620-411	000 -200	V603 4/1 112.7 GAL OIL @ 2.00 \$ 245.98
Invoice ID: 941290				Invoice Date: 04/27/2015		Due Date: 05/26/2015	
2015	2015 1	No	2015-5110-	003 -04	-5110-450	003 -200	V558 4/27:400.4 GAL UNL GAS @ \$ 855.21

CHECK TOTAL (CHECK #: 13562 ) = \$ 3,602.60

Vendor: CALLANAN INDUST				CALLANAN INDUSTRIES, INC.		REMIT ADDRESS	
Invoice ID: 679007				Invoice Date: 05/02/2015		Due Date: 05/26/2015	
2015	2015 1	No	2015-5110-	003 -04	-5110-421	003 -200	V560 4/29:2.02 TON TYPE 7 @ 6 \$ 122.61
Invoice ID: 680059				Invoice Date: 05/09/2015		Due Date: 05/26/2015	
2015	2015 1	No	2015-5110-	003 -04	-5110-421	003 -200	V559 5/5: 3.94 TON TYPE 7 @60 \$ 239.16
2015	2015 2	No	2015-5110-	003 -04	-5110-421	003 -200	V559 5/5: 2.03 TYPE 7 @60.70 \$ 123.22
2015	2015 3	No	2015-5110-	003 -04	-5110-421	003 -200	V559 5/6: 51.58 TON TYPE 7 @6 \$ 3,130.90

TOWN OF RHINEBECK  
PRELIMINARY ABS 5B V # 557-V # 605 5/26/15 32 CHECKS  
Executed By: krussell

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CAL YEAR	FY	TRANS	MAN	PO	ACCOUNT CODE	CREDIT CODE	DESCRIPTION	AMOUNT
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2015	2015 4	No	2015-5110-	003 -04	-5110-421	003 -200	V559 5/8: 2.04 TON TYPE 7 @60	\$ 123.83
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INVOICE TOTAL (INVOICE ID: 680059 ) = \$ 3,617.11

CHECK TOTAL (CHECK #: 13563 ) = \$ 3,739.72

Vendor: CDPHP

CAP DIST. PHYSICIANS' HEALTH PLAN, INC. REMIT ADDRESS

Invoice ID: 151330020992

Invoice Date: 05/13/2015

Due Date: 05/26/2015

2015	2015 1	No	000 -01	-1220-804	000 -200	V598 JUNE 2015 COVERAGE SD	\$ 1,284.89
2015	2015 2	No	000 -01	-1410-804	000 -200	V598 JUNE 2015 COVERAGE JG	\$ 1,284.89
2015	2015 3	No	000 -01	-1410-804	000 -200	V598 JUNE 2015 COVERAGE JW	\$ 890.48
2015	2015 4	No	000 -04	-5010-804	000 -200	V598 JUNE 2015 COVERAGE KK	\$ 890.48
2015	2015 5	No	000 -07	-8810-804	000 -200	V598 JUNE 2015 COVERAGE GS	\$ 890.48
2015	2015 6	No	000 -08	-9060-804	000 -200	V598 JUNE 2015 COVERAGE RF	\$ 1,284.89
2015	2015 7	No	001 -08	-9060-801	001 -200	V598 JUNE 2015 COVERAGE NC	\$ 446.87
2015	2015 8	No	003 -08	-9060-802	003 -200	V598 JUNE 2015 COVERAGE AC	\$ 1,284.89
2015	2015 9	No	003 -08	-9060-800	003 -200	V598 JUNE 2015 COVERAGE BH	\$ 792.06
2015	2015 10	No	003 -08	-9060-800	003 -200	V598 JUNE 2015 COVERAGE MK	\$ 890.48
2015	2015 11	No	003 -08	-9060-800	003 -200	V598 JUNE 2015 COVERAGE RL	\$ 890.48
2015	2015 12	No	003 -08	-9060-800	003 -200	V598 JUNE 2015 COVERAGE ML	\$ 446.87
2015	2015 13	No	003 -08	-9060-800	003 -200	V598 JUNE 2015 COVERAGE RR	\$ 792.06
2015	2015 14	No	003 -08	-9060-800	003 -200	V598 JUNE 2015 COVERAGE RS	\$ 1,267.56
2015	2015 15	No	003 -08	-9060-800	003 -200	V598 JUNE 2015 COVERAGE RW	\$ 1,267.56
2015	2015 16	No	000 -08	-9060-801	000 -200	V598 JUNE 2015 RETIREES COVE	\$ 268.50
2015	2015 17	No	000 -08	-9060-801	000 -200	V598 JUNE 2015 RETIREES COVE	\$ 268.50
2015	2015 18	No	001 -08	-9060-801	001 -200	V598 JUNE 2015 RETIREES COVE	\$ 268.50
2015	2015 19	No	003 -08	-9060-802	003 -200	V598 JUNE 2015 RETIREES COVE	\$ 537.00
2015	2015 20	No	003 -08	-9060-802	003 -200	V598 JUNE 2015 RETIREES COVE	\$ 537.00
2015	2015 21	No	003 -08	-9060-802	003 -200	V598 JUNE 2015 RETIREES COVE	\$ 268.50

INVOICE TOTAL (INVOICE ID: 151330020992 ) = \$ 16,752.94

CHECK TOTAL (CHECK #: 13564 ) = \$ 16,752.94

Vendor: CORBALLY, GARTLAND & RAPPLEYEA CORBALLY, GARTLAND & RAPPLEYEA, LLP REMIT ADDRESS

Invoice ID: 176808 KEH

Invoice Date: 04/23/2015

Due Date: 05/26/2015

2015	2015 1	No	2015-CGR-M	000 -01	-1355-452	000 -200	V562 KAIT ENT. MAR 1.5HRS KEH	\$ 225.00
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CHECK TOTAL (CHECK #: 13565 ) = \$ 225.00

Vendor: DAILY FREEMAN

DAILY FREEMAN

REMIT ADDRESS

Invoice ID: 584123

Invoice Date: 05/01/2015

Due Date: 05/26/2015

2015	2015 1	No	000 -01	-1355-449	000 -200	V563 COMPLETION OF TENTATIVE	\$ 62.55
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CHECK TOTAL (CHECK #: 13566 ) = \$ 62.55

Vendor: DOWSER, LLC,

DOWSER, LLC,

REMIT ADDRESS

Invoice ID: 1566387

Invoice Date: 04/10/2015

Due Date: 05/26/2015

2015	2015 1	No	000 -01	-1620-410	000 -200	V565 7 5 GAL WATERS	\$ 16.03
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Invoice ID: 1567810

Invoice Date: 04/24/2015

Due Date: 05/26/2015

2015	2015 1	No	2015-5132-	000 -04	-5010-447	000 -200	V566 8 JUGS WATER @2.29	\$ 18.32
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CHECK TOTAL (CHECK #: 13567 ) = \$ 34.35

Vendor: FASTENAL COMPAN

FASTENAL COMPANY

REMIT ADDRESS

Invoice ID: NYKIN61297

Invoice Date: 04/21/2015

Due Date: 05/26/2015

2015	2015 1	No	2015-7180-	000 -06	-7180-410	000 -200	V567 HRDWR TO INSTALL NEW PUM	\$ 22.10
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CHECK TOTAL (CHECK #: 13568 ) = \$ 22.10

Vendor: FRED CARTIER

FRED C. CARTIER SERVICES

REMIT ADDRESS

Invoice ID: 1209

Invoice Date: 04/28/2015

Due Date: 05/26/2015

2015	2015 1	No	000 -01	-1620-410	000 -200	V570 5/27 MEETING DVD	\$ 10.00
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CAL YEAR	FY	TRANS	MAN	PO	ACCOUNT CODE	CREDIT CODE	DESCRIPTION	AMOUNT
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Vendor: GENERAL CODE GENERAL CODE PUBLISHERS REMIT ADDRESS								
Invoice ID: 1213				Invoice Date: 05/05/2015	Due Date: 05/26/2015			
2015	2015	1	No	001 -07 -8020-450	001 -200	V568 5/4 PLANNING BRD MEET +	\$	85.00
Invoice ID: 1214				Invoice Date: 05/12/2015	Due Date: 05/26/2015			
2015	2015	1	No	000 -01 -1620-410	000 -200	V569 5/11 TWN BRD MEET + DVD	\$	85.00
CHECK TOTAL (CHECK #:								13569 ) = \$ 180.00
Vendor: GENERAL CODE GENERAL CODE PUBLISHERS REMIT ADDRESS								
Invoice ID: BILL00017435				Invoice Date: 05/04/2015	Due Date: 05/26/2015			
2015	2015	1	No	000 -01 -1410-460	000 -200	V571 17 SUPPLEMENT NO.40	\$	781.97
CHECK TOTAL (CHECK #:								13570 ) = \$ 781.97
Vendor: HIGHWAY PART-TO HIGHWAY PART-TOWN FUND REMIT ADDRESS								
Invoice ID: 4/29/15				Invoice Date: 04/29/2015	Due Date: 05/26/2015			
2015	2015	1	No	2015-5720- 000 -06 -5720-440	000 -200	V572 4/23 LABOR TO INSTALL DO	\$	348.96
CHECK TOTAL (CHECK #:								13571 ) = \$ 348.96
Vendor: JEFF DECKER & S JEFF DECKER & SON, INC. REMIT ADDRESS								
Invoice ID: 13828				Invoice Date: 05/05/2015	Due Date: 05/26/2015			
2015	2015	1	No	2015-5720- 000 -06 -5720-440	000 -200	V604 4/23 SPRING INSTALL OF D	\$	1,450.00
CHECK TOTAL (CHECK #:								13572 ) = \$ 1,450.00
Vendor: KAMAN INDUSTRIAL TECHNOLOGIES KAMAN INDUSTRIAL TECHNOLOGIES REMIT ADDRESS								
Invoice ID: B515158				Invoice Date: 05/11/2015	Due Date: 05/26/2015			
2015	2015	1	No	2015-5130- 003 -04 -5130-427	003 -200	V573 BEARING FOR PAVAR	\$	323.06
CHECK TOTAL (CHECK #:								13573 ) = \$ 323.06
Vendor: KINGSTON OIL KINGSTON OIL SUPPLY CO. REMIT ADDRESS								
Invoice ID: 52473				Invoice Date: 04/23/2015	Due Date: 05/26/2015			
2015	2015	1	No	2015-5110- 003 -04 -5110-412	003 -200	V574 49598 4/9: 439.1 GAL DIE	\$	925.14
2015	2015	2	No	2015-5110- 003 -04 -5110-412	003 -200	V574 4/23: 397.3 GAL @2.1457	\$	852.49
INVOICE TOTAL (INVOICE ID: 52473								) = \$ 1,777.63
CHECK TOTAL (CHECK #:								13574 ) = \$ 1,777.63
Vendor: MICHAEL A. RICHARDSON MICHAEL A. RICHARDSON REMIT ADDRESS								
Invoice ID: S150411				Invoice Date: 04/30/2015	Due Date: 05/26/2015			
2015	2015	1	No	000 -01 -1420-452	000 -200	V575 APRIL'15 CONSULTING SERV	\$	900.00
2015	2015	2	No	000 -01 -1420-452	000 -200	V575 APRIL'15 MILEAGE	\$	46.00
INVOICE TOTAL (INVOICE ID: S150411								) = \$ 946.00
CHECK TOTAL (CHECK #:								13575 ) = \$ 946.00
Vendor: NYS EMPLOYEES H NYS EMPLOYEES HEALTH INSURANCE PENDING A REMIT ADDRESS								
Invoice ID: 485				Invoice Date: 05/04/2015	Due Date: 05/26/2015			
2015	2015	1	No	000 -01 -1355-804	000 -200	V576 JUNE'15 COVERAGE DBV	\$	1,813.09
2015	2015	2	No	000 -08 -9060-801	000 -200	V576 JUNE'15 COVERAGE DT	\$	406.07
INVOICE TOTAL (INVOICE ID: 485								) = \$ 2,219.16
CHECK TOTAL (CHECK #:								13576 ) = \$ 2,219.16
Vendor: OFFICE OF THE S OFFICE OF THE STATE COMPTROLLER REMIT ADDRESS								
Invoice ID: 1337070-2015-04				Invoice Date: 05/05/2015	Due Date: 05/26/2015			
2015	2015	1	No	000 -690	000 -200	V577 APRIL'15 TOWNS SHARE \$5	\$	5,042.00
CHECK TOTAL (CHECK #:								13577 ) = \$ 5,042.00

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TIME: 14:16:14  
DATE: 05/21/2015

CAL YEAR	FY	TRANS	MAN	PO	ACCOUNT CODE	CREDIT CODE	DESCRIPTION	AMOUNT
=====	==	=====	==	==	=====	=====	=====	=====
Vendor: PLANNERS EAST				PLANNERS EAST INC.		REMIT ADDRESS		
Invoice ID: 2015-APR-1				Invoice Date: 04/30/2015		Due Date: 05/26/2015		
2015	2015	1	No	2015-PE-AP	001 -07 -8020-408	001 -200	V580 APR SERVICES 14.375HRS @ \$	1,610.00
CHECK TOTAL (CHECK #: 13578 ) = \$								1,610.00
Vendor: POUGHKEEPSIE JO				POUGHKEEPSIE JOURNAL		REMIT ADDRESS		
Invoice ID: 0000454293				Invoice Date: 05/14/2015		Due Date: 05/26/2015		
2015	2015	1	No	000 -01	-1410-449	000 -200	V591 BIDS FOR REMOVE ASBESTOS \$	54.10
CHECK TOTAL (CHECK #: 13579 ) = \$								54.10
Vendor: RHINEBECK FORD				RHINEBECK FORD, INC.		REMIT ADDRESS		
Invoice ID: 74290				Invoice Date: 04/22/2015		Due Date: 05/26/2015		
2015	2015	1	No	2015-5130-	003 -04 -5130-427	003 -200	V592 ABS SENSOR #5 \$	159.52
CHECK TOTAL (CHECK #: 13580 ) = \$								159.52
Vendor: ROGO FASTENER				ROGO FASTENER CO., INC.		REMIT ADDRESS		
Invoice ID: 319121				Invoice Date: 05/05/2015		Due Date: 05/26/2015		
2015	2015	1	No	2015-5130-	003 -04 -5130-427	003 -200	V593 WIRE CONNECTORS FOR TRUC \$	149.65
CHECK TOTAL (CHECK #: 13581 ) = \$								149.65
Vendor: SPINZIA, ELIZABETH				SPINZIA, ELIZABETH		REMIT ADDRESS		
Invoice ID: SPINZIA 5/12/15				Invoice Date: 05/12/2015		Due Date: 05/26/2015		
2015	2015	1	No	000 -01	-1220-447	000 -200	V595 MAR'15 DCSMA 49 MILES \$	28.18
2015	2015	2	No	000 -01	-1220-447	000 -200	V595 MAY'15 DCSMA 49 MILES \$	28.18
2015	2015	3	No	000 -01	-1220-447	000 -200	V595 MAY'15 DCSMA MEETING \$	30.00
2015	2015	4	No	000 -01	-1220-447	000 -200	V595 MAR'15 DCSMA MEETING \$	30.00
2015	2015	5	No	000 -01	-1220-447	000 -200	V595 5/6-5/8/15 OSC BUG & FIN \$	100.05
2015	2015	6	No	000 -01	-1220-447	000 -200	V595 5/6-5/8/15 DINNERS FOR S \$	126.33
INVOICE TOTAL (INVOICE ID: SPINZIA 5/12/15 ) = \$								342.74
CHECK TOTAL (CHECK #: 13582 ) = \$								342.74
Vendor: STAPLES				STAPLES CREDIT PLAN		REMIT ADDRESS		
Invoice ID: 1307855441				Invoice Date: 04/22/2015		Due Date: 05/26/2015		
2015	2015	1	No	2015-5010-	000 -04 -5010-410	000 -200	V596 MONITOR WIPES FOR COMPUT \$	23.39
2015	2015	2	No	2015-5010-	000 -04 -5132-410	000 -200	V596 DISH SOAP \$	5.98
INVOICE TOTAL (INVOICE ID: 1307855441 ) = \$								29.37
Invoice ID: 1308794781				Invoice Date: 04/23/2015		Due Date: 05/26/2015		
2015	2015	1	No	000 -01	-1410-410	000 -200	V596 BROTHER TYPE WRITER \$	118.01
2015	2015	2	No	000 -01	-1410-410	000 -200	V596 BROTHER TYPE WRITER RIBB \$	11.17
2015	2015	3	No	000 -01	-1410-410	000 -200	V596 BROTHER TYPE WRITER CORR \$	12.49
2015	2015	4	No	000 -01	-1410-410	000 -200	V596 COUPONS \$	16.66
2015	2015	5	No	000 -01	-1410-410	000 -200	V596 COUPONS \$	1.58
2015	2015	6	No	000 -01	-1410-410	000 -200	V596 COUPONS \$	1.76
INVOICE TOTAL (INVOICE ID: 1308794781 ) = \$								121.67
CHECK TOTAL (CHECK #: 13583 ) = \$								151.04
Vendor: SUPERIOR SANITA				SUPERIOR SANITATION INC.		REMIT ADDRESS		
Invoice ID: 26917				Invoice Date: 04/01/2015		Due Date: 05/26/2015		
2015	2015	1	No	2015-MAIN-	000 -06 -5720-473	000 -200	V597 HANDICAP P.POTTY-APR \$	141.66
2015	2015	2	No	2015-MAIN-	000 -06 -7140-473	000 -200	V957 REG.P.POTTY-APR \$	91.67
2015	2015	3	No	2015-MAIN-	000 -06 -7140-484	000 -200	V597 REG.P.POTTY-APR \$	91.67
INVOICE TOTAL (INVOICE ID: 26917 ) = \$								325.00

TOWN OF RHINEBECK  
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CAL YEAR	FY	TRANS	MAN	PO	ACCOUNT CODE	CREDIT CODE	DESCRIPTION	AMOUNT
=====	==	=====	==	==	=====	=====	=====	=====
CHECK TOTAL (CHECK #: 13584 ) = \$								325.00
Vendor: ULSTER UNIFORM								
			ULSTER UNIFORM SERVICE, INC.			REMIT ADDRESS		
Invoice ID: APRIL 2015 UNIF		Invoice Date: 04/30/2015		Due Date: 05/26/2015				
2015	2015 1	No	2015-9089-	003 -08	-9089-800	003 -200	V599 APRIL'15 UNIFORM RENTAL	\$ 204.00
Invoice ID: APRIL'15 UNIF		Invoice Date: 04/30/2015		Due Date: 05/26/2015				
2015	2015 1	No	000 -08	-9089-800		000 -200	V599 APRIL'15 RENTAL	\$ 24.00
CHECK TOTAL (CHECK #: 13585 ) = \$								228.00
Vendor: VILLAGE OF RHIN								
			VILLAGE OF RHINEBECK			REMIT ADDRESS		
Invoice ID: APRIL'15 POLICE		Invoice Date: 05/07/2015		Due Date: 05/26/2015				
2015	2015 1	No	000 -01	-1110-421		000 -200	V601 APRIL'15 12 HRS COURT	\$ 480.00
2015	2015 2	No	001 -02	-3120-420		001 -200	V601 APRIL'15 104.5 HRS PATRO	\$ 5,225.00
2015	2015 3	No	001 -02	-3120-422		001 -200	V601 APRIL'15 629 MILES	\$ 352.24
INVOICE TOTAL (INVOICE ID: APRIL'15 POLICE ) = \$								6,057.24
CHECK TOTAL (CHECK #: 13586 ) = \$								6,057.24
Vendor: VRI ENVIRONMENTAL SERVICES INC								
			VRI ENVIRONMENTAL SERVICES INC.			REMIT ADDRESS		
Invoice ID: 17202		Invoice Date: 05/08/2015		Due Date: 05/26/2015				
2015	2015 1	No	022 -07	-8120-420		022 -200	V600 APRIL 2015 OPERATOR	\$ 947.32
2015	2015 2	No	022 -07	-8130-450		022 -200	V600 APRIL 2015 TESTING SOUTH	\$ 140.00
2015	2015 3	No	022 -07	-8130-450		022 -200	V600 APRIL 2015 TESTING NORTH	\$ 140.00
INVOICE TOTAL (INVOICE ID: 17202 ) = \$								1,227.32
CHECK TOTAL (CHECK #: 13587 ) = \$								1,227.32
Vendor: W.B.MASON								
			W.B.MASON CO., INC			REMIT ADDRESS		
Invoice ID: I25499743		Invoice Date: 05/07/2015		Due Date: 05/26/2015				
2015	2015 1	No	000 -01	-1220-410		000 -200	V602 BINDERS, PAD, DIVIDERS-SUP	\$ 28.56
2015	2015 2	No	000 -01	-1650-410		000 -200	V602 BINDER CLIPS, PAPER	\$ 219.44
2015	2015 3	No	001 -07	-8010-410		001 -200	V602 INK	\$ 74.99
2015	2015 4	No	001 -07	-8010-410		001 -200	V602 1/2 TONER	\$ 35.00
2015	2015 5	No	001 -02	-3620-410		001 -200	V602 1/2 TONER	\$ 34.99
INVOICE TOTAL (INVOICE ID: I25499743 ) = \$								392.98
CHECK TOTAL (CHECK #: 13588 ) = \$								392.98
Vendor: WILLIAMS LUMBER								
			WILLIAMS LUMBER & HOME CENTER			REMIT ADDRESS		
Invoice ID: 107647/1		Invoice Date: 04/07/2015		Due Date: 05/26/2015				
2015	2015 1	No	2015-1630-	000 -01	-1630-410	000 -200	V605 4/7 MAIN. SCREWDRIVER	\$ 4.26
2015	2015 2	No	2015-1630-	000 -01	-1630-410	000 -200	V605 4/7 TRAILER REPAIR	\$ 12.99
INVOICE TOTAL (INVOICE ID: 107647/1 ) = \$								17.25
Invoice ID: 109455/1		Invoice Date: 04/08/2015		Due Date: 05/26/2015				
2015	2015 1	No	2015-7140-	000 -06	-7140-410	000 -200	V605 4/8 PLYGRND-NEW GATE LOC	\$ 33.30
Invoice ID: 256882/1		Invoice Date: 04/22/2015		Due Date: 05/26/2015				
2015	2015 1	No	2015-MAIN-	000 -06	-7180-410	000 -200	V605 4/22 HRDWR TO INSTALL PO	\$ 32.12
2015	2015 2	No	2015-MAIN-	000 -01	-1630-410	000 -200	V605 4/22 GAS CYLINDER	\$ 9.95
INVOICE TOTAL (INVOICE ID: 256882/1 ) = \$								42.07
Invoice ID: 256993/1		Invoice Date: 04/22/2015		Due Date: 05/26/2015				
2015	2015 1	No	2015-MAIN-	000 -06	-7180-410	000 -200	V605 4/22 HARDWARE TO INSTALL	\$ 47.28
Invoice ID: 311141/1		Invoice Date: 04/28/2015		Due Date: 05/26/2015				
2015	2015 1	No	2015-7180-	000 -06	-7180-440	000 -200	V605 4/28 BOLTS FOR PUMP INST	\$ 3.78
Invoice ID: 314109/1		Invoice Date: 04/29/2015		Due Date: 05/26/2015				
2015	2015 1	No	2015-7180-	000 -06	-7180-440	000 -200	V605 4/29 HRDWR FOR PUMP INST	\$ 46.78
Invoice ID: 319133/1		Invoice Date: 04/30/2015		Due Date: 05/26/2015				

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CAL YEAR	FY	TRANS	MAN	PO	ACCOUNT CODE	CREDIT CODE	DESCRIPTION	AMOUNT
=====	==	=====	==	==	=====	=====	=====	=====
2015	2015	1	No		000 -01 -1620-475	000 -200	V605 4/30 GRASS SEED	\$ 26.23
2015	2015	2	No		000 -01 -1620-475	000 -200	V605 4/30 FERTILIZER	\$ 54.99
2015	2015	3	No		000 -06 -7110-482	000 -200	V605 4/30 FERTILIZER	\$ 54.99
2015	2015	4	No		000 -06 -7110-482	000 -200	V605 4/30 GRASS SEED	\$ 26.23
INVOICE TOTAL (INVOICE ID: 319133/1 ) =								\$ 162.44
Invoice ID: 319146/1 Invoice Date: 04/30/2015 Due Date: 05/26/2015								
2015	2015	1	No	2015-MAIN-	000 -06 -7180-410	000 -200	V605 4/30 O RING FOR POOL	\$ 0.48
Invoice ID: 960264/1 Invoice Date: 04/01/2015 Due Date: 05/26/2015								
2015	2015	1	No	2015-1630-	000 -01 -1630-427	000 -200	V605 4/1 EPOXY-TRAILER REPAIR	\$ 30.68
Invoice ID: Q22496/1 Invoice Date: 04/16/2015 Due Date: 05/26/2015								
2015	2015	1	No	2015-8810-	000 -07 -8810-410	000 -200	V605 4/16 52" RAKE	\$ 22.30
2015	2015	2	No	2015-8810-	000 -07 -8810-410	000 -200	V605 4/16 24" RAKE	\$ 9.39
INVOICE TOTAL (INVOICE ID: Q22496/1 ) =								\$ 31.69
Invoice ID: Q36925/1 Invoice Date: 04/17/2015 Due Date: 05/26/2015								
2015	2015	1	No	2015-8810-	000 -07 -8810-410	000 -200	V605 4/17 300' POWERWINDER TA	\$ 32.99
2015	2015	2	No	2015-8810-	000 -07 -8810-410	000 -200	V605 4/17 NUTS/BOLTS	\$ 9.40
INVOICE TOTAL (INVOICE ID: Q36925/1 ) =								\$ 42.39
CHECK TOTAL (CHECK #: 13589 ) =								\$ 458.14
TOTAL CHECKS =								\$ 49,886.92
TOTAL BANK ( TRUST AGENCY FD ) =								\$ 49,886.92

Bank: TRUST AGENCY MM TRUST AGENCY MM

-----Checks-----

Vendor:	PLANNERS EAST	PLANNERS EAST INC.	REMIT ADDRESS
Invoice ID: 2015-APR-6	Invoice Date: 04/30/2015	Due Date: 05/26/2015	
2015 2015 1 No	2015-PE-AP 010 -07 -0085-400	010 -230	V579 GOODMOTTE APR 1HR @ \$132 \$ 132.00
Invoice ID: 2015-M&A-10	Invoice Date: 04/30/2015	Due Date: 05/26/2015	
2015 2015 1 No	2015-PE-AP 010 -07 -0085-400	010 -230	V590 RENNIA (KOSCO) MAR 1.375 \$ 181.50
Invoice ID: 2015-M&A-11	Invoice Date: 04/30/2015	Due Date: 05/26/2015	
2015 2015 1 No	2015-PE-AP 010 -07 -0085-400	010 -230	V588 RHINEBECK FORD MAR & APR \$ 66.00
Invoice ID: 2015-M&A-12	Invoice Date: 04/30/2015	Due Date: 05/26/2015	
2015 2015 1 No	2015-PE-AP 010 -07 -0085-400	010 -230	V582 RBK GARDEN GROUP PHASE 3 \$ 33.00
Invoice ID: 2015-M&A-13	Invoice Date: 04/30/2015	Due Date: 05/26/2015	
2015 2015 1 No	2015-PE-AP 010 -07 -0085-400	010 -230	V589 VON STODDARD MAR & APR 4 \$ 594.00
Invoice ID: 2015-M&A-2	Invoice Date: 04/30/2015	Due Date: 05/26/2015	
2015 2015 1 No	2015-PE-AP 010 -07 -0085-400	010 -230	V583 ASTOR COURTS APR 4.25HRS \$ 561.00
Invoice ID: 2015-M&A-3	Invoice Date: 04/30/2015	Due Date: 05/26/2015	
2015 2015 1 No	2015-PE-AP 010 -07 -0085-400	010 -230	V584 BENDINER & GILBERT APR 3 \$ 462.00
Invoice ID: 2015-M&A-4	Invoice Date: 04/30/2015	Due Date: 05/26/2015	
2015 2015 1 No	2015-PE-AP 010 -07 -0085-400	010 -230	V578 DEMO CONTRACTOR MAR 1HRS \$ 132.00
Invoice ID: 2015-M&A-5	Invoice Date: 04/30/2015	Due Date: 05/26/2015	
2015 2015 1 No	2015-PE-AP 010 -07 -0085-400	010 -230	V586 D.C. AG SOCIETY (FAIR) AP \$ 66.00
Invoice ID: 2015-M&A-7	Invoice Date: 04/30/2015	Due Date: 05/26/2015	
2015 2015 1 No	2015-PE-AP 010 -07 -0085-400	010 -230	V581 KIRCHOFF PROP (SIGNS) MA \$ 66.00
Invoice ID: 2015-M&A-8	Invoice Date: 04/30/2015	Due Date: 05/26/2015	
2015 2015 1 No	2015-PE-AP 010 -07 -0085-400	010 -230	V585 MENSCH-GRASMERE MAR & AP \$ 610.50
Invoice ID: 2015-M&A-9	Invoice Date: 04/30/2015	Due Date: 05/26/2015	
2015 2015 1 No	2015-PE-AP 010 -07 -0085-400	010 -230	V587 PASQUARELLI MAR & APR .5 \$ 66.00
CHECK TOTAL (CHECK #: 13590 ) =			\$ 2,970.00
TOTAL CHECKS =			\$ 2,970.00

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CAL YEAR	FY	TRANS	MAN	PO	ACCOUNT CODE	CREDIT CODE	DESCRIPTION	AMOUNT
=====	==	=====	=====	==	=====	=====	=====	=====

TOTAL BANK ( TRUST AGENCY MM ) = \$ 2,970.00  
=====

TOTAL PAYMENTS = \$ 52,856.92

**TOWN OF RHINEBECK**

**RESOLUTION NO. 2015138**

**PRELIMINARY CAPITAL PROJECT ACCOUNTS PAYABLE ABSTRACT, 1 CHECK  
\$1,479.05**

WHEREAS, the Town Bookkeeper has submitted the attached Preliminary Capital Project Accounts Payable Abstract, 1 check, \$1,479.05 to the Town Board for approval; and

WHEREAS, the Town Board has reviewed the attached Preliminary Capital Project Accounts Payable Abstract and finds it appropriate for payment; now, therefore, be it

RESOLVED, that the attached Preliminary Capital Project Accounts Payable Abstract, 1 check, \$1,479.05, is approved for payment.

## Checks

Bank Account M&T15004204347155

[illegible]

**TOWN OF RHINEBECK**

**RESOLUTION NO. 2015139**

**ACCEPTING RESIGNATION OF CONSERVATION ADVISORY BOARD CLERK  
(SCOTT) AND APPOINTING CONSERVATION ADVISORY BOARD CLERK  
(O'DONNELL)**

WHEREAS, the Board has received the attached resignation letter from Conservation Advisory Board Clerk Jessica Scott; and

WHEREAS, the CAB has recommended that Caitlin O'Donnell be hired as CAB Clerk to replace Ms. Scott; now, therefore, be it

RESOLVED, that Caitlin O'Donnell is hired as part-time clerk to the CAB at the rate of \$12 per hour, not to exceed four hours per week.



15 May 2015

Dear Rhinebeck Town Board:

This letter makes official my resignation as Conservation Advisory Board Clerk, effective 31 May 2015.

Thank you,

A handwritten signature in dark ink, appearing to read "Jess Scott", with a stylized flourish at the end.

Jess Scott

**TOWN OF RHINEBECK**

**RESOLUTION NO. 2015140**

**ACCEPTANCE OF BID FOR REMOVAL AND DISPOSAL OF ASBESTOS IN THE  
TOWN HALL BOILER/UTILITY ROOM**

WHEREAS, on May 12, 2015 the Town solicited bids for the removal and disposal of asbestos in the Town Hall Boiler/Utility Room; and

WHEREAS, the attached list summarizes the bids received; and

WHEREAS, \_\_\_\_\_ is the lowest qualified bidder; and

WHEREAS, the removal and disposal of asbestos in the Town Hall Boiler/Utility Room is a Type II action pursuant to 6 NYCRR part 617.5 and is not subject to SEQRA review; now, therefore, be it

RESOLVED, that the bid of \_\_\_\_\_ is accepted, and the Supervisor is authorized to enter into a contract with \_\_\_\_\_ in substantially the same form as that attached hereto.

**TOWN OF RHINEBECK**  
**RESOLUTION NO. 2015141**  
**EMPLOYEE POOL PASSES**

WHEREAS, the Town traditionally provides pool passes for Town employees; now,  
therefore, be it

RESOLVED, that the issuance of pool passes for the 2015 Season is hereby approved for  
all non-elected, year-round, full and part time permanent Town employees, and their  
spouses/partners and children under 21 who live in the same household.

**TOWN OF RHINEBECK**

**RESOLUTION NO. 2015142**

**RECREATION DEPARTMENT HIRES FOR 2015**

WHEREAS, the Recreation Department has submitted on the attached schedule the names, titles and hourly pay rates for certain individuals to be hired for the Summer Rec Program; now, therefore, be it

RESOLVED, that the hire of the individuals on the attached schedule for the titles and rates listed is approved.

May 21,2015

Hello Board,

Here are a list of new hires for lifeguards

Part-time Lifeguard: Elias Econopouly Rate:\$9.50

Part-Time WSI Lifeguard: Joshua Martin \$10.00

Part-Time WSI Lifeguard: Lydia Teubl \$ 10.75

Thank You,

Alice

**TOWN OF RHINEBECK**

**RESOLUTION NO. 2015143**

**FIREWORKS PERMIT APPLICATION (LEGION/CREED)**

WHEREAS, the Town has received the attached application from Legion Fireworks Co., Inc. for public display of fireworks on the Creed property at 44 Ryan Road to be held on June 14, 2015; and

WHEREAS, the Board has reviewed the application and has found it to be complete and in compliance with Town policy pursuant to New York Penal Law §405; now, therefore, be it

RESOLVED, that the aforementioned application from Legion Fireworks Co., Inc. for public display of fireworks on the Creed property at 44 Ryan Road is approved.

**APPLICATION FOR PUBLIC  
DISPLAY OF FIREWORKS**

- 1) Sponsor's Name: Legion Fireworks Co., Inc.
- 2) Address: 10 Legion Lane Wappingers Falls, NY 12524
- 3) Phone Number: (845) 831-8328
- 4) Name & Type of Event: Family Reunion Fireworks Display
- 5) Name of Organization: Legion Fireworks Co., Inc.  
Type of Organization: Fireworks Display Corporation  
Officers of Organization: President, Frank M. Coluccio
- 6) Date(s) of Event: 6/14/2015
- 7) Time of Day of Event: Approximately 9:00 PM.
- 8) Exact Location of Planned Display: 44 Ryan Road Rhinebeck, NY.
- 9) Number & Kind of Fireworks to be discharged: Approximately 150 Aerial Shells
- 10) Owner of Property that has Given Permission for Display: Richard Creed

By Certified Mail, Return Receipt Requested. A copy of the letter and all mailing receipts must be filed with the Town Clerk prior to the issuance of a permit.

- | 12) | Names of Persons   | Ages      | in Good Health | Experience     |
|-----|--------------------|-----------|----------------|----------------|
|     | <u>Chris Walsh</u> | <u>29</u> | <u>Yes</u>     | <u>7 Years</u> |
|     | <u>David Breed</u> | <u>45</u> | <u>Yes</u>     | <u>5 Years</u> |

- 13) The manner and place of storage of such fireworks prior to the display shall be:

In a NYS licensed magazine at Legion Fireworks Co., Inc., 10 Legion Lane, Wappingers Falls, NY 12590.

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- 14) Is the boundary line of the property less than five hundred yards from the boundary line of any property that is owned, leased or operated by any breeder as defined in subdivision

Four, section two hundred forty-four of the racing, pari-mutuel wagering and breeding law?

Yes

No X

- 15) A diagram is attached of the grounds on which the display is to be held showing the point at which the fireworks are to be discharged, the location of all buildings, highways and other lines of communication, the lines behind which the audience will be restrained, the location of all nearby trees, telegraph or telephone lines or other overhead obstructions.
- 16) Please attach a copy of the bond or indemnity insurance policy with liability coverage and indemnity protection not less than \$1,000,000,000 naming the Town of Rhinebeck as additional insured.
- 17) Has local fire department and police department been contacted? Yes X No \_\_\_\_\_  
Please name fire department contact person: Chief Richard Kipp; Rhinecliff Fire Dept.  
Phone Number 845-706 - 0677

Please name police department contact person: Sergeant Peter Dunn  
Phone Number: 845-876-8181

Attach letters from the police and fire departments.

The applicant is fully familiar with the terms of this application and the New York State Penal Law §40S.00 and acknowledges receipt of pages 1 and 2 of this permit.

Signature of Applicant

Frank M. Coleman

Date 5/8/2015

INCOMPLETE APPLICATIONS WILL NOT BE FORWARDED BY THE TOWN CLERK TO THE TOWN BOARD FOR CONSIDERATION.

Application Received \_\_\_\_\_

Fire Department Approved \_\_\_\_\_

Town. Board Approved \_\_\_\_\_

Police Department Approved \_\_\_\_\_

Letter of Approval Sent \_\_\_\_\_

Permit Number \_\_\_\_\_ of 200\_

THIS PERMIT MAY BE REVOKED AT ANY TIME WITHOUT NOTICE BY THE TOWN SUPERVISOR, TOWN CLERK, POLICE OR FIRE DEPARTMENT IN THE EVENT OF FAILURE TO COMPLY WITH ANY CONDITIONS SET FORTH IN THIS PERMIT OR NEW YORK STATE PENAL LAW §405.00.

FAUSER\clients\'Rhinebeck\Fireworks.wpd





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/1/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Britton Gallagher One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	<b>CONTACT NAME:</b>
	<b>PHONE</b> (A/C, No. Ext): 216-658-7100
<b>INSURED</b> Legion Fireworks Co., Inc. 10 Legion Lane Wappingers Falls NY 12590	<b>FAX</b> (A/C, No): 216-658-7101
	<b>E-MAIL ADDRESS:</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>
	<b>INSURER A:</b> Axis Surplus Ins Company
	<b>INSURER B:</b> Everest National Insurance Company
	<b>INSURER C:</b>
<b>INSURER D:</b>	
<b>INSURER E:</b>	
<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 1026974208

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<b>GENERAL LIABILITY</b>			SI8ML00116-151	3/15/2015	3/15/2016	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>						DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000
	<input type="checkbox"/> <b>CLAIMS-MADE</b> <input checked="" type="checkbox"/> <b>OCCUR</b>						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$1,000,000
							GENERAL AGGREGATE \$2,000,000
							PRODUCTS - COMP/OP AGG \$2,000,000
							\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
B	<b>AUTOMOBILE LIABILITY</b>			SI8CA00058-151	3/15/2015	3/15/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	<input checked="" type="checkbox"/> <b>ANY AUTO</b>						BODILY INJURY (Per person) \$
	<input type="checkbox"/> <b>ALL OWNED AUTOS</b>						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> <b>HIRED AUTOS</b>						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> <b>SCHEDULED AUTOS</b>						\$
	<input checked="" type="checkbox"/> <b>NON-OWNED AUTOS</b>						
A	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> <b>OCCUR</b>			EAU731294	3/15/2015	3/15/2016	EACH OCCURRENCE \$4,000,000
	<input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> <b>CLAIMS-MADE</b>						AGGREGATE \$4,000,000
	<input type="checkbox"/> <b>DED</b> <input type="checkbox"/> <b>RETENTION \$</b>						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Date of Display: 6/14/2015.

Location of Display: Creed Akony Farm 44 Ryan Road Rhinebeck, NY 12572.

Additionally Insured: Certificate Holder, Richard Creed, &amp; Creed Akony Farm.

**CERTIFICATE HOLDER****CANCELLATION**

Town of Rhinebeck  
80 East Main Street  
Rhinebeck NY 12572

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mr. Richard Creed  
Creed Ankony Farm  
44 Ryan Road  
Rhinebeck, NY 12572  
Phone : (845) 870-2215

Friday May 1st, 2015

Town of Rhinebeck,

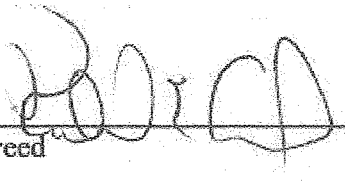
This letter is to inform you that I am aware of the fireworks display planned for Sunday June 14<sup>th</sup>, 2015 at Creed Ankony Farm, 44 Ryan Road Rhinebeck, NY 12572 and have no issue with this taking place.

Should you have any questions or concerns, please do not hesitate to contact me at the phone number listed above.

Thank you,

X

Richard Creed

 Creed Ankony Farm



*Rhinebeck Police Department*  
*76 East Market Street*  
*Rhinebeck, NY 12572*  
*Phone 845-876-8181*  
*Fax 845-876-8988*



DATE: May 7, 2015

TO: Legion Fireworks Co., Inc.  
Frank M. Coluccio

FROM: Sergeant Pete Dunn

RE: Fireworks Display 6/14/2015  
Creed Ankony Farm  
44 Ryan Road  
Rhinebeck, New York 12572

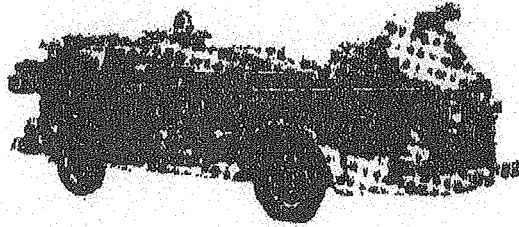
The Rhinebeck Police Department has no objections to your request for a fireworks event on June 14, 2015 provided that you supply the town with the proper insurance certification. The Rhinebeck Fire Department must also agree to the event.

Sincerely,

Sergeant Pete Dunn

A handwritten signature in black ink, appearing to read "Pete Dunn", written over a horizontal line.

Cc: Town of Rhinebeck



**RHINECLIFF VOLUNTEER FIRE CO., INC.**  
P.O. Box 6, Rhinecliff, New York 12574

Date: 5/6/2015

To: Legion Fireworks Co., Inc  
Frank M. Coluccio

From: Chief Richard Kipp

Re: 6/14/2015 Fireworks display  
Creed Ankony Farm, Richard Creed  
44 Ryan Road  
Rhinebeck, NY 12572

The Rhinecliff Fire Company has no objections to your  
request for a fireworks event on June 14 2015.

Sincerely,

Richard Kipp, Chief  
Rhinecliff Fire Co.

---

STATE OF NEW YORK  
DEPARTMENT OF LABOR



DIVISION OF  
SAFETY AND HEALTH

**LICENSE TO DEAL IN OR MANUFACTURE EXPLOSIVES**

Expires: 4/30/2016

Legion Fireworks Co., Inc.  
10 Legion Lane  
Wappingers Falls, NY 12590

**THIS LICENSE MUST BE  
POSTED IN YOUR PLACE  
OF BUSINESS**

Frank Coluccio

**License No D-2310**

is hereby licensed to deal in or manufacture explosives in compliance with the requirements of the Labor Law and Industrial Code Rules. Any change in the conditions under which this license is granted may cause it to be revoked.

Eileen M. Franko, Acting Director      **FOR**  
THE COMMISSIONER OF LABOR

Every person selling, delivering or giving away any explosives must keep at the principal place of business within the state, a record of each transaction, including:

- 1) the NAME or TYPE and QUANTITY of explosives SOLD, DELIVERED or GIVEN. Note: No license is needed to purchase smokeless powder, or black powder in quantities not exceeding five pounds for use in firing antique firearms or artifacts or replicas thereof. However, dealers MUST post all such transactions on the "Dealer-Manufacturer Report of Explosives Transactions".
- 2) the DATE OF EACH SALE, DELIVERY or GIFT.
- 3) the NAME, LICENSE NUMBER, and BUSINESS ADDRESS of the purchaser, donee, or person to whom the explosives were delivered and the firm, if any, represented by such person.
- 4) the NAME, ADDRESS, and LICENSE NUMBER of the person TAKING THE EXPLOSIVES AWAY from the seller or donor.

SH-862 (5-98)



In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF  
Correspondence To  
ATF - Chief, FELC  
244 Needy Road  
Martinsburg, WV 25405-9431

License/Permit  
Number  
**6-NY-027-51-6C-00091**

Chief, Federal Explosives Licensing Center (FELC)

Expiration  
Date  
**March 1, 2016**

Name  
**LEGION FIREWORKS CO INC**

Premises Address (Changes? Notify the FELC at least 10 days before the move.)

**10 LEGION LANE  
WAPPINGERS FALLS, NY 12590-**

Type of License or Permit

**51-IMPORTER OF EXPLOSIVES**

Purchasing Certification Statement

The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Mailing Address (Changes? Notify the FELC of any changes.)

**LEGION FIREWORKS CO INC  
10 LEGION LANE  
WAPPINGERS FALLS, NY 12590-**

*Frank M. Coluccio* President  
Licensee/Permittee Responsible Person Signature Position/Title

**FRANK M. COLUCCIO** 5/8/15  
Printed Name Date

Previous Edition is Obsolete

LEGION FIREWORKS CO INC:10 LEGION LANE:12590-6-NY-027-51-6C-00091-March 1, 2016:51-IMPORTER OF EXPLOSIVES

ATF Form 5400.14/5400.15 Part I  
Revised October 2011

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)  
244 Needy Road  
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352  
Fax Number: (304) 616-4401  
E-mail: FELC@atf.gov

ATF Homepage: [www.atf.gov](http://www.atf.gov)

**Change of Address (27 CFR 555.54(a)(1)).** Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. **(The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)**

**Right of Succession (27 CFR 555.59).** (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here ✂

Federal Explosives License/Permit (FEL) Information Card

License/Permit Name: **LEGION FIREWORKS CO INC**

Business Name:

License/Permit Number: **6-NY-027-51-6C-00091**

License/Permit Type: **51-IMPORTER OF EXPLOSIVES**

Expiration: **March 1, 2016**

Please Note: Not Valid for the Sale or Other Disposition of Explosives.

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF                      ATF - Chief, FELC  
Correspondence To        244 Needy Road  
   Martinsburg, WV 25405-9431

License/Permit  
Number                      **6-NY-027-20-6C-00077**

Chief, Federal Explosives Licensing Center (FELC)

*Christopher R. Reers*

Expiration  
Date                              **March 1, 2016**

Name  
LEGION FIREWORKS CO INC

Premises Address (Changes? Notify the FELC at least 10 days before the move.)

**10 LEGION LANE  
WAPPINGERS FALLS, NY 12590-**

Type of License or Permit

**20-MANUFACTURER OF EXPLOSIVES**

Purchasing Certification Statement

The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Mailing Address (Changes? Notify the FELC of any changes.)

LEGION FIREWORKS CO INC  
10 LEGION LANE  
WAPPINGERS FALLS, NY 12590-

*Frank M. Coluccio*  
Licensee/Permittee Responsible Person Signature

*President*  
Position/Title

*FRANK M. COLUCCIO*  
Printed Name

*5/8/15*  
Date

Previous Edition is Obsolete      LEGION FIREWORKS CO INC; 10 LEGION LANE; 12590-6 NY-027-20-6C-00077; March 1, 2016; 20-MANUFACTURER OF EXPLOSIVES

ATF Form 5400.14/5400.15 Part I  
Revised October 2011

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)  
244 Needy Road  
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352  
Fax Number: (304) 616-4401  
E-mail: FELC@atf.gov

ATF Homepage: [www.atf.gov](http://www.atf.gov)

**Change of Address (27 CFR 555.54(a)(1)).** Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. **(The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)**

**Right of Succession (27 CFR 555.59).** (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here X *[Signature]*

Federal Explosives License/Permit (FEL) Information Card

License/Permit Name: **LEGION FIREWORKS CO INC**

Business Name:

License/Permit Number: **6-NY-027-20-6C-00077**

License/Permit Type: **20-MANUFACTURER OF EXPLOSIVES**

Expiration: **March 1, 2016**

Please Note: Not Valid for the Sale or Other Disposition of Explosives.



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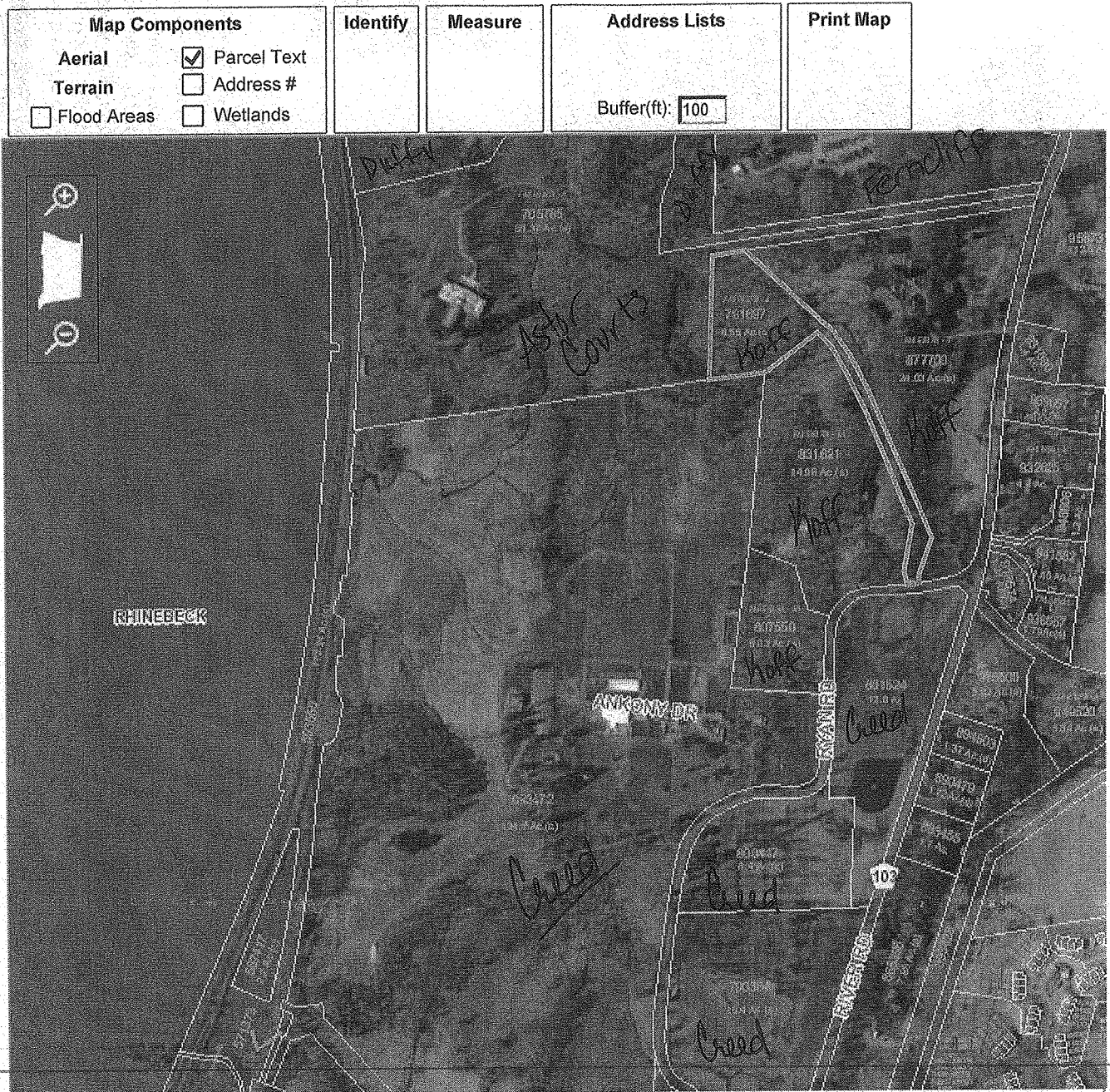
Launch Site

1,170' Away

© 2015 Google

41°56'12.72" N 73°56'24.82" W elev 96 ft





May 11th, 2015

Ryan Road Fireworks Association  
c/o Creed Ankony Farm  
44 Ryan Road  
Rhinebeck, NY 12572  
Attn: Richard Creed

Town of Rhinebeck,

The Ryan Road Fireworks is an Association formed in compliance with NY State Penal Law 405 and specifically in connection with a fifteen (15) minute fireworks display planned to take place on Sunday June 14th, 2015 at Creed Ankony Farm located at 44 Ryan Road, Rhinebeck, NY 12572.

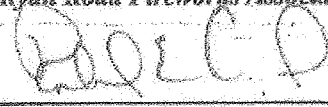
This letter is to inform the Town of Rhinebeck that the Ryan Road Fireworks Association approves of the fireworks display planned on the date and location mentioned in the paragraph above.

Upon completion of the fireworks display, the Ryan Road Fireworks Association will be immediately dissolved.


Should you have any questions or concerns, please do not hesitate to contact us at the phone number listed below.

Thank you,

*The Ryan Road Fireworks Association*

X 

Richard Creed, Creek Ankony Farm Rhinebeck  
Phone: 845 876 2215

X   
Kathy Hammer, Astor Courts LLC Rhinebeck  
Phone: \_\_\_\_\_



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Laundh Site

1,170' Away

© 2015 Google

41°56'12.72" N 73°56'24.82" W elev 96 ft



167 River Rd, Rhinebeck, NY

2,250' ± Away

Launch Site

© 2015 Google

River Rd

RIVER RD

Google earth

103

Click to move

Imagery Date: 5/10/2013 19%

U.S. Postal Service<sup>TM</sup>  
**CERTIFIED MAIL<sup>TM</sup> RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)

RHINEBECK NY 12572

**OFFICIAL USE**

Postage	\$ 0.70	0205
Certified Fee	\$3.30	03
Return Receipt Fee (Endorsement Required)	\$2.70	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 6.70	05/13/2015

Sent To

Business Credit  
Street, Apt. No.,  
or PO Box No.

City, State, ZIP+4

167 River Rd.  
Rhinebeck NY 12572

PS Form 3800, August 2006

See Reverse for Instructions

7006 2760 0005 0375 1654

**December 27, 2010 Town of Rhinebeck Town Board Meeting Minutes**

Supervisor Traudt opened this meeting at 6:45 with Council members Bruce Washburn and Dan Staley present. Joe Gelb, Gina Fox and Counsel Pamela Richardson were absent.

**BUSINESS BEFORE THE BOARD**

4. Bruce motioned and Dan seconded to **adopt Tech Committee Electronic Usage Policy**. Dave Klipon, Tech Committee chairman explained this is the first step in setting up e-government emails and securing our informational system.

**PURPOSE**

- a) Provide an appropriate and ethical working environment
- b) Ensure the security of the Town of Rhinebeck information and related systems
- c) Respect intellectual property and ownership of data
- d) Maintain others' rights to privacy
- e) Ensure appropriate use of Town Systems and Electronic Communications
- f) Facilitate compliance with the New York State's Freedom Of Information Law while making it simpler and easier for people to obtain Town of Rhinebeck information in a timely manner

**DEFINITIONS**

***Electronic Communication:*** Any form of alphanumeric electronic communication including but not limited to e-mails; text messages; and computer files of any kind.

***Representative:*** Any elected official of the Town of Rhinebeck; any appointee of the Town of Rhinebeck; and/or any employee of the Town of Rhinebeck.

***Town Business:*** Any and all matters that in any way involve the Town of Rhinebeck or could reasonably be expected to involve the Town of Rhinebeck.

***Town System:*** Any computer system owned or leased by the Town of Rhinebeck; computing service operated for the Town of Rhinebeck; and/or electronic communication service operated for the Town of Rhinebeck.

### KEY ASSUMPTIONS

- 1) The Town of Rhinebeck shall keep an archive of all Electronic Communications sent and received on Town Systems regardless of whether/when the user deletes it
- 2) Every Representative has their own userid(s) and password(s) on Town Systems for Electronic Communications
- 3) Every Representative has webmail type access to Town Systems

### POLICY

The Town of Rhinebeck considers any violations of this policy to be a serious offense.

The Town of Rhinebeck reserves the right to retain, monitor, copy, and examine any and all Electronic Communications regarding or referring to Town Business that is sent by or in any way received by a Town Representative.

The Town of Rhinebeck reserves the right to retain, monitor, copy, and examine any and all other information on Town Systems.

Representatives shall be responsible for their own conduct and shall have no expectation of privacy when using Town Systems or in any Electronic Communications regarding or referring to Town Business, specifically:

- 1) Each Representative shall sign and submit this agreement to the Town of Rhinebeck within thirty (30) calendar days of their becoming a Representative
- 2) In using Town Systems, each Representatives shall:
  - a. Use said systems only for authorized purposes following established procedures
  - b. Be responsible for all activities on their assigned account(s)
  - c. Only access files and data that are their own, which are publicly available, or to which they have been given authorized access
  - d. Use only legal versions of copyrighted software
  - e. Maintain the privacy and security of their own password(s)

3) Representatives shall not:

- a. Reveal their password(s) for Town Systems to anyone else without their supervisor's explicit consent
- b. Use another Representative's password on Town Systems without that Representative's explicit consent
- c. Use an account on Town Systems assigned to another Representative without that Representative's explicit consent
- d. Use another Representative's files, system, or data on Town Systems without that Representative's explicit consent
- e. Use computer programs to decode passwords or to access control information
- f. Place a code-protected or hidden file on any Town System
- g. Attempt to circumvent or subvert system security measures

- h. Attempt to circumvent, alter or bypass any Internet filtering system
- i. Engage in any activity that might be harmful to the Town of Rhinebeck or any information stored on Town Systems, such as creating viruses, damaging files, or disrupting service
- j. Vandalize hardware or software components
- k. Download, make copies of, or use copyrighted<sup>1</sup> documents, software, music, images, or videos without the express written license of the copyrighted material's owner
- l. Store copyrighted<sup>1</sup> documents, software, music, images, or videos on Town Systems without the express written license of the copyrighted material's owner
- m. Send or access Electronic Communications containing copyrighted<sup>1</sup> documents, software, music, images, or videos via Town Systems without the express written license of the copyrighted material's owner
- n. Create or distribute material containing vulgar, threatening, obscene, or disrespectful language



- o. Access, create, or distribute harassing, pornographic, obscene, racist, sexually explicit or threatening material, imagery or language
  - p. Use Town Systems for personal entertainment or game playing
  - q. Use Town Systems to discuss or promote an event that a reasonable person could misinterpret to be an event that is sponsored by the Town or in some way sanctioned by the Town when it is not (e.g. where someone reserves Town Hall and conducts their own event) with anyone except other Representatives or Independent Contractors working for the town. If the Representative chooses to promote or in any way discuss such an event by Electronic Communications using other systems, they shall e-mail an electronic copy of each such Electronic Communication to their own e-mail account on Town Systems within two (2) calendar days of when they first accessed the Electronic Communication or sent it. Said electronic copy shall be in the original form and full entirety.
- 4) Representatives shall use only Town Systems for accessing or sending any Electronic Communications related to Town Business.

Any Representative accessing or sending an Electronic Communication related to Town Business via any other means shall e-mail an electronic copy of each such Electronic Communication to their own e-mail account on Town Systems within two (2) calendar days of when they first accessed or sent it. Said electronic copy shall be in the original form and full entirety.

All Representatives composing on a computer, faxing, or printing and distributing any material possibly relating to Town Business shall e-mail an electronic copy of each such Electronic Communication to their own e-mail account on Town Systems within two (2) calendar days of when they first faxed or distributed it. Said electronic copy shall be in the original form and full entirety.

All Electronic Communication by a Representative regarding an event that a reasonable person could misinterpret to be a Town sponsored event or an event that is in some way sanctioned by the Town when it is not (e.g. where someone

---

<sup>1</sup> Representatives should consider i) that all documents, software, music, and videos not produced directly by a Representative is copyrighted material and ii) that any use of this material may obligate the user at their own expense and/or the Town of Rhinebeck to purchase an expensive license and/or make substantial royalty payments.

reserves a Town facility and conducts their own event) is considered Town Business. All Representatives shall use Town Systems for all Electronic Communications discussing or promoting such an event with other Representatives and independent contractors working for the Town of Rhinebeck. Representatives shall not use Town Systems for Electronic Communications discussing or promoting such an event with anyone else. If a Representative chooses to promote or in any way discuss such an event by Electronic Communications using other systems, they shall e-mail an electronic copy of each such Electronic Communication to their own e-mail account on Town Systems within two (2) calendar days of when each such Electronic Communication is first accessed or sent. Said electronic copy shall be in the original form and full entirety.

All Electronic Communications by a Representative regarding a proposed law, a proposed resolution, or a proposed action by the Town Board is considered Town Business. A Representative shall not include any statements of fact (e.g. Whereas clauses) in any such proposed law, resolution, or other action material distributed to the public before the Town Board takes a formal position on the proposed law, resolution, or other action because a proposed Whereas clause may look like a formal Town position and be easily mistaken as a fact when in reality it is simply one person's opinion until the Town Board approves it.

- 5) All system logs and similar mechanisms of Town Systems are considered Town Business. System logs typically include the date and time that each Representative logged in, retrieved or sent e-mail, created or modified or erased each electronic file, the date and time each representative logged out or similarly ended their session, and other tracking information related to a Representative's use of Town Systems.

In response to any valid request for such information under the Freedom of Information Law, the Town shall provide all information in system logs and similar mechanisms describing:

- a. All dates and times that any Representatives logged in to or otherwise accessed a Town System.
- b. All dates and times that any Representatives retrieved or sent Electronic Communications.
- c. All dates and times that any Representatives created or modified or erased each electronic file.
- d. All IP addresses, MAC addresses, and date/time information for any and all machines logging into or otherwise accessing a Town System.
- e. All dates and times that any Representatives logged out or similarly ended their use of a Town System.

I have read the Town of Rhinebeck's Electronic Systems Acceptable Use Policy above and hereby agree to fully comply.

Name

Signature

Date Signed

Motion carried 3-0

**DUTCHESS COUNTY LEGISLATURE:**

☐ **ELLEN NESBITT (R)**

- **E-Mail:** enesbitt@dutchessny.gov
- 7 W. Cedar Street
- Poughkeepsie, NY 12601
- 
- **(Cell)** (845) 416-8415

*~ District 2 - Towns of Pleasant Valley and Poughkeepsie ~*

*Address Info-Finder (District Info)*

☐ **DON SAGLIANO (R)**

- **E-Mail:** dsagliano@dutchessny.gov
- 35 Ryan's Run
- Pleasant Valley, NY 12569
- 
- **(Cell)** (845) 527-6699

*~ District 3 - LaGrange ~*

*Address Info-Finder (District Info)*

☐ **DALE BORCHERT (R)**

- **E-Mail:** dborchert@dutchessny.gov
- 141 Simone Drive
- Poughkeepsie, NY 12603
- 
- **(Cell)** (845) 337-1281

*~ District 4 - Town of Hyde Park ~*

*Address Info-Finder (District Info)*

- ☐ **DOMINICK P. IGNAFFO (G)**
- **E-Mail:** dignaffo@dutchessny.gov
  - 3 Howard Boulevard
  - Hyde Park, NY 12538
  - **(H)** 845-233-4513;
  -

*~ District 5 - Town of Poughkeepsie ~*

*Address Info-Finder (District Info)*

- ☐ **KENNETH ROMAN (R)**
- **E-Mail:** DCLKenRoman@yahoo.com
  - P.O. Box 1593
  - Poughkeepsie, NY 12601
  - **(H)** (914) 475-5483;
  -

*~ District 6 - Town of Poughkeepsie ~*

*Address Info-Finder (District Info)*

- ☐ **ANGELA E. FLESLAND - Majority Leader (R)**
- **E-Mail:** aflesland@dutchessny.gov
  - 15 Locust Road
  - Poughkeepsie, NY 12603
  - **(H)** (845) 464-6379;
  - 
  - **(Business Fax)** (845) 486-2113

*~ District 7 - Hyde Park/Town of Poughkeepsie ~*

*Address Info-Finder (District Info)*

- ☐ **RICHARD PERKINS (D)**
- **E-Mail:** RichPerkins@optonline.net
  - 1606 Route 9G, P.O. Box 2000
  - Hyde Park, NY 12538
  - **(H)** (845) 229-7212;
  - **(Fax)**
  -

*~ District 8 - City/Town of Poughkeepsie ~*

*Address Info-Finder (District Info)*

- ☐ **ROBERT G. ROLISON - Chairman of the Legislature (R)**
- **E-Mail:** roli213@aol.com
  - 15 Ferris Lane
  - Poughkeepsie, NY 12601
  - **(H)** (845) 454-8733;
  - **(Cell)** (914) 456-4518
  - **(Business Fax)** (845) 486-2113

*~ District 9 - City of Poughkeepsie ~*

*Address Info-Finder (District Info)*

- ☐ **GWEN C. JOHNSON (D)**
- **E-Mail:** gjohnson@dutchessny.gov
  - 52 Manitou Avenue
  - Poughkeepsie, NY 12603
  - **(H)** 454-5349;
  -

*~ District 10 - City of Poughkeepsie ~*

*Address Info-Finder (District Info)*

☐ **BARBARA JETER-JACKSON - Minority Leader (D)**

- E-Mail: [jeterb@hvc.rr.com](mailto:jeterb@hvc.rr.com)
- 43 Lent Street
- Poughkeepsie, NY 12601
- (H) (845) 485-3384 ;
- (Fax) (845) 473-7304
- 

*~ District 11 - Rhinebeck/Clinton ~*

*Address Info-Finder (District Info)*

☐ **JOEL TYNER (D)**

- E-Mail: [joeltyner@earthlink.net](mailto:joeltyner@earthlink.net)
- 324 Browns Pond Road
- Staatsburg, NY 12580
- (H) (845) 876-2488;
- (Cell) (845) 464-2245

*~ District 12 - East Fishkill ~*

*Address Info-Finder (District Info)*

☐ **ROBERT A. WEISS (C)**

- E-Mail: [robweiss24@yahoo.com](mailto:robweiss24@yahoo.com)
- 1459 Route 82
- Hopewell Junction, NY 12533
- 
- (Cell) 845-742-3676

*~ District 13 - East Fishkill/LaGrange/Wappinger ~*

*Address Info-Finder (District Info)*

☐ **DONNA BOLNER - Assistant Majority Leader (R)**

- E-Mail: [dbolner@dutchessny.gov](mailto:dbolner@dutchessny.gov)
- 10 Budd Lane
- LaGrangeville, NY 12540
- (H) (845) 226-4261;
- (Cell) (845) 489-6464

*~ District 14 - Wappinger ~*

*Address Info-Finder (District Info)*

☐ **FRANCENA I. AMPARO (D)**

- E-Mail: [francena.amparo@gmail.com](mailto:francena.amparo@gmail.com)
- 32 Scarborough Lane, Suite C
- Wappingers Falls, NY 12590
- (H) (845) 632-2136;
- (Cell) (845) 418-3162
- (Business Fax) 914-239-4543

*~ District 15 - Wappinger ~*

*Address Info-Finder (District Info)*

☐ **JOSEPH INCORONATO (R)**

- E-Mail: [jincoronato@dutchessny.gov](mailto:jincoronato@dutchessny.gov)
- 14 Ronsue Drive
- Wappingers Falls, NY 12590
- (H) (845) 896-8140;
- (Cell) (845) 401-6899

*~ District 16 - Fishkill and City of Beacon ~*

*Address Info-Finder (District Info)*

☐ **ALISON E. MacAVERY - Assistant Minority Leader (D)**

- E-Mail: j\_amaca@hotmail.com
- 10 Driscoll Road
- Fishkill, NY 12524
- (H) (845) 831-5202;
- (Fax) (845) 838-2219
- (Cell) (845) 453-1107

~ District 17 - Town/Village of Fishkill ~

*Address Info-Finder* (District Info)

- ☐ **JAMES J. MICCIO (R)**
- E-Mail: jjmiccio@dutchessny.gov
  - 24 Broad Street
  - Fishkill, NY 12524
  - (H) (845) 896-5488;
  - (Cell) (914) 755-5641

~ District 18 - City of Beacon/Fishkill ~

*Address Info-Finder* (District Info)

- ☐ **APRIL MARIE FARLEY (D)**
- E-Mail: afarleydistrict18@yahoo.com
  - P.O. Box 248
  - Beacon, NY 12508
  - 
  - (Cell) (845) 418-7855

~ District 19 - Towns of North East/Stanford/ Pine Plains/Milan ~

*Address Info-Finder* (District Info)

- ☐ **A. GREGG PULVER (R)**
- E-Mail: gpulver@dutchessny.gov
  - 2350 County Route 83, P.O. Box 704
  - Pine Plains, NY 12567
  - 
  - (Cell) (914) 474-0908

~ District 20 - Red Hook ~

*Address Info-Finder* (District Info)

- ☐ **MICKI STRAWINSKI (D)**
- E-Mail: mickiws7856@gmail.com
  - 21 Cedar Drive
  - Rhinebeck, NY 12572
  - (H) (845) 876-4110;
  - (Cell) (914) 474-3064

~ District 21 - East Fishkill ~

*Address Info-Finder* (District Info)

- ☐ **MARGE J. HORTON (R)**
- E-Mail: margehortondcleg@aol.com
  - 2 Anthony Court
  - Hopewell Junction, NY 12533
  - (H) (845) 226-4646 ;
  -

~ District 22 - Beekman/Union Vale ~

*Address Info-Finder* (District Info)

- ☐ **GERALD E. HUTCHINGS (R)**
- E-Mail: hutchi3@verizon.net
  - 30 Duncan Road

- LaGrangeville, NY 12540
- 
- (Cell) (914) 475-9379

~ District 23 - Pawling/Beekman/East Fishkill ~

Address Info-Finder (District Info)

☐ JOHN M. THOMES (R)

- E-Mail: [jthomes@dutchessny.gov](mailto:jthomes@dutchessny.gov)
- P.O. Box 628
- Pawling, NY 12564
- (H) (845) 855-1655;
- 

~ District 24 - Dover/Union Vale ~

Address Info-Finder (District Info)

☐ ALAN V. SURMAN (R)

- E-Mail: [alansurman@optimum.net](mailto:alansurman@optimum.net)
- P.O. Box 234
- Pawling, NY 12564
- 
- (Cell) (845) 519-5017

~ District 25 - Amenia/Washington/Pleasant Valley ~

Address Info-Finder (District Info)

☐ MICHAEL KELSEY (R)

- E-Mail: [mkelsey@dutchessny.gov](mailto:mkelsey@dutchessny.gov)
- 243 Hibernia Road
- Salt Point, NY 12578
- 
- (Cell) (914) 475-0060

MAYOR OF TIVOLI: Joel Griffith - [jrobertgriffith@yahoo.com](mailto:jrobertgriffith@yahoo.com)

VILLAGE TRUSTEES, VILLAGE OF RHINEBECK:

Heath Tortarella, Mayor	04/01/2015	845-876-7015	<a href="mailto:village.mayor@rhinebeck-ny.gov">village.mayor@rhinebeck-ny.gov</a> 52345 35
1 3 3 4 2 4 3			4 3 4 3
Heinz Sauer, Trustee	04/01/2015	845-876-7015	<a href="mailto:hsauer1@hvc.rr.com">hsauer1@hvc.rr.com</a>
Gary Kenton, Trustee	04/01/2016	845-876-7015	<a href="mailto:gkenton@hvc.rr.com">gkenton@hvc.rr.com</a>
Scott Cruikshank, Trustee	04/01/2016	845-876-7015	<a href="mailto:sctcruikshank@aol.com">sctcruikshank@aol.com</a>

With warmest regards,  
Elaine Fernandez  
[www.ElaineFernandez.me](http://www.ElaineFernandez.me)

On Wed, May 20, 2015 at 9:10 AM, <[town.clerk@rhinebeck-ny.gov](mailto:town.clerk@rhinebeck-ny.gov)> wrote:

# 2015 PLANNING AND ZONING FEE SCHEDULE

Adopted March 11, 2013  
Revised \_\_\_\_\_, 2015

FEE SCHEDULE	CURRENT	NEW
<b>Petition for Rezoning</b>		
• Application to Town Board	\$2,000	\$2,000
<b>Subdivision</b>		
• Pre-Application Conference		
Four (4) or fewer lots	\$125	\$150
Five (5) or more lots	\$300	\$300
• Sketch Plan Review & Classification*		
Minor	\$200, plus \$100 for each new lot or principal dwelling unit, not to exceed \$750	\$200, plus \$100 for each new lot or principal dwelling unit, not to exceed \$750
Major	\$300, plus \$125 for each new lot or principal dwelling unit	\$300, plus \$125 for each new lot or principal dwelling unit
• Application for Subdivision Plat Approval*		
Minor Subdivision	\$250, plus \$250 for each new lot or principal dwelling unit proposed	\$250, plus \$250 for each new lot or principal dwelling unit proposed
Major Subdivision		
- Preliminary Plat	\$300, plus \$300 for each new lot or principal dwelling unit	\$300, plus \$300 for each new lot or principal dwelling unit



# 2015 PLANNING AND ZONING FEE SCHEDULE

Adopted February 25, 2013  
Revised March 11, 2013

FEE SCHEDULE	CURRENT	NEW
- Final Plat	\$300, plus \$200 for each new lot or principal dwelling unit	\$300, plus \$200 for each new lot or principal dwelling unit
• Payment in lieu of Recreation Land	\$3,000 for each new lot or principal dwelling unit or, if there will be meaningful recreational facilities within the subdivision or development, \$1,000 for each lot or principal dwelling	\$3,000 for each new lot or principal dwelling unit or, if there will be meaningful recreational facilities within the subdivision or development, \$1,000 for each lot or principal dwelling

## Special Use Permit<sup>1</sup>

<sup>1</sup> When an applicant's project requires multiple Special Use Permits to fulfill the requirement(s) for a complete application under Articles VI and VII of the Town's Zoning Code, only one Special Use Permit application fee and escrow account shall be required. A single site plan review fee shall also be required. Applications for Special Use Permits and/or site plan review submitted subsequent to Special Use Permit and/or site plan final approval for any given project, shall be considered to be new applications, requiring the payment of the applicable application fee(s) and escrow.

In addition, notwithstanding anything otherwise provided in this fee schedule, for applications which come before the Planning Board, the fees for the following activities requiring the issuance of a Special Use Permit, and/or site plan approval shall be modified further as follows:

- (i) Special Use Permit application fee shall be \$25.00;
- (ii) Site Plan Review application fee shall be \$25.00; and,
- (iii) The total escrow fee for both the Special Use Permit and the site plan review shall initially be \$50.00;

for:

- (a) fences that meet the dimensional requirements listed in Section 125-3 of Article V, Special Use Permit Supplemental Regulations;
- (b) the construction of porches and decks under 100 square feet;
- (c) the construction of sheds/garages under 200 square feet; and,
- (d) all activities listed in Section 125-106.B of Article X, Administration and Enforcement (activities which do not require the issuance of a building permit).

# 2015 PLANNING AND ZONING FEE SCHEDULE

Adopted February 25, 2013  
Revised March 11, 2013

FEE SCHEDULE	CURRENT	NEW
• Pre-Application Conference		
Multi-family or commercial development, including mining	\$300	\$300
All others	\$125	\$150
• Application for Special Use Permit		
Conventional Subdivision*	\$350	\$350
All others – Residential and Home Occupation*	\$250 plus \$150 for each Special Use Permit requested beyond the first in a combined application	\$300 plus \$150 for each Special Use Permit requested beyond the first in a combined application
All others – Commercial*	\$300 plus \$175 for each Special Use Permit requested beyond the first in a combined application	\$400 plus \$175 for each Special Use Permit requested beyond the first in a combined application
<b>Site Plan</b>		
• Pre-Application Conference		
Multi-family or commercial development, including mining	\$350	\$350
All others	\$100	\$100

# 2015 PLANNING AND ZONING FEE SCHEDULE

Adopted February 25, 2013

Revised March 11, 2013

FEE SCHEDULE	CURRENT	NEW
• Sketch Plan Conference *		
Signs & accessory special permit uses	N/A	N/A
All others	\$250	\$250
• Application for Site Plan Review and Approval*		
Existing building – addition and/or other exterior building or site modifications	\$250 plus \$100 for each 1,000 s.f., or part thereof, of gross floor area proposed	\$277 plus \$100 for each 1,000 s.f., or part thereof, of gross floor area proposed
New building *	\$250 plus \$100 for each 1,000 s.f., or part thereof, of gross floor area proposed	\$350 plus \$125 for each 1,000 s.f., or part thereof, of gross floor area proposed
Non-resident buildings defined by NYS Agriculture & Markets Law as farm use *	\$250	\$250
Amendment of Approved Site Plan – sign, lighting and/or landscaping only *	\$100	\$175
• Payment in lieu of Recreation Land	\$3,000 for each new lot or principal dwelling unit, if not previously subject to payment under Subdivision Plat Approval or, if there will be meaningful recreational facilities within the subdivision or development, \$1,000 for each lot or principal dwelling.	\$3,000 for each new lot or principal dwelling unit, if not previously subject to payment under Subdivision Plat Approval or, if there will be meaningful recreational facilities within the subdivision or development, \$1,000 for each lot or principal dwelling.

# 2015 PLANNING AND ZONING FEE SCHEDULE

Adopted February 25, 2013  
Revised March 11, 2013

FEE SCHEDULE	CURRENT	NEW
<b>Certificate of Demolition or Removal</b>		
• Pre-Submission Conference	\$100	\$150
• Application for Certificate of Demolition or Removal	\$250	\$300
• Application for Certificate of Economic Hardship	\$250	\$300
<b>Administrative Review</b>		
• Appeal by Party with Standing of Order, Requirement, Decision, Interpretation or Determination under the Zoning Law made by the Zoning Enforcement Officer *	\$750 – both fee and escrow deposit, if any, are refundable if ZBA acts to set aside ZEO's action	\$850 – both fee and escrow deposit, if any, are refundable if ZBA acts to set aside ZEO's action
<b>Variance</b>		
• Use Variance *	\$500	\$550
• Area Variance *	\$200 plus \$100 for each Area Variance requested beyond the first within a combined application	\$300 plus \$100 for each Area Variance requested beyond the first within a combined application. Pre-existing non-conforming use Area Variances do not have application fees where combined with other variance applications.
<b>Sign Permit, unless otherwise provided<sup>2</sup></b>		
• Temporary Sign	\$50	\$50

<sup>2</sup> If two signs are permitted, a single fee is payable for applications which contain both signs to be considered at the same time.

## 2015 PLANNING AND ZONING FEE SCHEDULE

Adopted February 25, 2013  
Revised March 11, 2013

FEE SCHEDULE	CURRENT	NEW
• Permanent Sign	\$100	\$125
<b>Change of Non-Conforming Use</b>	\$250	\$300
<b>Wetlands Permit</b>		
• Pre-Submission Conference	\$125	\$150
• Application for Wetlands Permit*	\$300 plus \$100 for each 0.1 acre, or portion thereof, of proposed disturbance within wetland or 100-foot buffer	\$350 plus \$125 for each 0.1 acre, or portion thereof, of proposed disturbance within wetland or 100-foot buffer
<b>Initial Escrow Deposit Amounts</b>		
• Subdivision Applications	\$250 for each new residential lot or principal dwelling unit	\$300 for each new residential lot or principal dwelling unit
• Site Plan Review	greater of \$500 or 0.1% of estimated project cost	greater of \$500 or 0.1% of estimated project cost
• Special Use Permit – Residential	\$550	\$550
• Special Use Permit – Commercial, with estimated project cost \$500,000 or less	\$1,000	\$1,000
• Special Use Permit – Commercial, with estimated project cost over \$500,000	\$2,000	\$2,000
• Use Variance	\$500 or such greater amount as determined by ZBA at time of application	\$500 or such greater amount as determined by ZBA at time of application

## 2015 PLANNING AND ZONING FEE SCHEDULE

Adopted February 25, 2013  
Revised March 11, 2013

FEE SCHEDULE	CURRENT	NEW
• Petition for Rezoning	\$1,000 or such greater amount determined by Town Board at time of application	\$1,000 or such greater amount determined by Town Board at time of application
• SEQRA Compliance	0.5% of estimated project cost, not including land	0.5% of estimated project cost, not including land
• Inspection of Improvements	2.0% of estimated project cost	2.0% of estimated project cost

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\* Posting of initial escrow deposit required; to be replenished from time to time as deposit is drawn down.